

1907-014
Lee Co

Chancery Causes: H. A. Pridemore, asgn vs. Thomas Mizer &c

Osborne, W. H., Osburn

CA-Debt
T-Property

To the Honorable H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining your orator H.H.Pridemore, assignee would respectfully represent and show unto your Honor that on the 13th day of August, 1904, Thomas Mizer executed his note payable to F.M.Osborne under seal for the sum of \$100.00 due and payable twelve months after date, and in the said note waived the benefit of the Homestead exemption law. That before the same became due and payable the said F.M.Osborne, by indorsement thereof transferred and assigned the said note to James E.Witt, and that the said James E.Witt afterward and before the same became due transferred and assigned the said note to your orator, and that on the 22nd day of August, 1905, H.C.Joslyn, a justice of the peace rendered judgment upon the said note in favor of your orator for the sum of \$100.00 with interest thereon from the 13th day of August, 1904, and one dollar costs; that your orator has had said judgment duly docketed in the Judgment Lien Docket, as will more fully appear by a copy from said book herewith filed as exhibit "A". Your orator here files said note as exhibit "B". *And your orator alleges that said judgment is still due & unpaid.*

Your orator would further represent and show unto your Honor that the said F.M.Osborne sold to Thomas Mizer a tract of land situated on Blackwater, and was to make to the said Thomas Mizer a deed when he should have paid the price of said land and that said note was executed by said Mizer to the said Osborne as part of the said purchase price. Your orator is unable to give an accurate description of the tract of said land sold by said Osborne to said Mizer, there having been no contract recorded between said Osborne and said Mizer.

Your orator will further show unto your Honor that on the day of, 1905, your orator sold to the said James E.Witt a tract of land and was to make to the said Witt a deed of conveyance when the same should be paid for and the said note as aforesaid was assigned to your orator by the said Witt as part of the purchase price of said tract of land, which land is situated near

Sulphur Springs about three miles eastward of Jonesville.

Your orator gave to the said Witt a written contract for said land, but he has no copy thereof.

The premises considered your orator is advised that by reason ^{all} of the said judgment aforesaid he has a lien upon the real estate owned by the said Thomas Mizer and a specific lien upon the said tract of land conveyed to said Mizer by said Osborne; that by reason of the said indorsement by said Osborne and said Witt to your orator, the said Osborne and said Witt became thereby bound to your orator for the payment of said note; and that to secure the indorsement of the said Witt to your orator he has a line upon the said tract of land conveyed by him to the said Witt.

The prayer therefore of your orator is, that the said Thomas Mizer, F.M.Osborne and J.E.Witt, be made parties defendant to this bill of complaint; ^{& answer the same but not under oath.} that the said Thomas Mizer and F.M.Osborne be required to answer and give a description of the tract of land sold by said Osborne to said Mizer and file with their answer any papers which they may have executed with reference to said tract of land; that your orator be decreed an equitable vendor's lien against said land conveyed by said Osborne to said Mizer and the specific lien upon the tract of land sold by your orator to said Witt; that the said judgment as aforesaid be decreed a general lien against all the land owned by Thomas Mizer; that a commissioner be appointed to ascertain the land owned by Thomas Mizer and all the judgments and other liens against the same; that upon the hearing, the said tract of land conveyed by said Osborne to said Mizer be sold to pay said debt and the costs of this suit and that if the same should be insufficient to pay said judgment and the costs of this suit, then that any other lands he may own be also sold to pay the balance, and if there should still remain anything unpaid that a personal judgment be rendered against the said F.M.Osborne and J.E.Witt, and if necessary that the said tract of land sold by your orator to said Witt be sold to satisfy the balance of said note

3.

and may all other and further relief be granted your orator that the nature of his cause and that good conscience may require and he will over pray etc.

Punnett Bros...... D.G.

Deal

13 and
Aug 13th
\$100 ¹³ Twelve months after date I
promise and bind myself here and
assigns to pay to the order of F. M.
Coburn the just and full sum
of One hundred dollars for value
received being past purchase price
of land, bearing legal interest
from date, and I waive as
to this debt all Exemption laws
Given under my hand and

attest W. Brown Deal. This Aug 13th 1904.
P. C. Munay Thomas ^{this} X Mizer
most?

Deal

F. M. Osburn Thos. Mizer

To { Note \$100⁰⁰

F. M. Osburn

Jan Aug. 13th 1903

H. H. Prudhomme

W. E. Bee in
Chancery
Thomas Mizeg,
F. M. Orskum et al

Costs:

Clerk	\$ 8.37
Shff.	1.00
Attly	15.00
Estimated	5.00
	<u>\$ 27.12</u>

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County:

The answer of F.M.Osburn to a bill in chancery filed in your Honor's court by H.H.Pridemore against your respondent and others.

For answer to the said bill or so much thereof as your respondent deems it necessary that he should answer, answering he says: That on the 13th day of August, 1904, he sold to Thomas Mizer a tract of land situated on Blackwater, Lee County, Virginia, containing 50 acres more or less lying on the south side of Newman's Ridge and bounded by the land of Alfred Stidham on the west, and on the south by the land of William Green, and on the east by the land of Richard Maxie, and on the north by the land of Celia Belcher, and being a part of the tract of land known as the Phillip Babb land and the same tract of land which your respondent purchased from Harvey Redmon as will appear by the original deed from said Redmon marked exhibit "Z". Said Thomas Mizer agreed to pay your respondent the sum of \$400.00 for said tract of land, and he paid to your respondent on the date of said sale \$100.00 and executed three notes for the remainder, one of which is the same as that filed with the said plaintiff's bill; the other two are ^{being & unpaid} still the property of your respondent, each of which are dated on the 13th day of August, 1904, and one of which is due one day after date thereof and the other two years after date, which notes are in the following words and figures to-wit:

\$100.00

One day after date I promise and bind myself heirs and assigns to pay to the order of F.M.Osburn the just and full sum of One hundred dollars being part purchase price of land and for value received, and as to this debt I waive all exemption laws.

Given under my hand and seal this Aug. 13, 1904.

Attest: W.A.Owens.
P.C.Munsey.

his
Thomas X Mizer. (Seal).
mark

\$100.00

Two years from date I promise and bind myself heirs and assigns to pay to the order of F.M.Osburn the just and full sum of One hundred dollars for value received being residue of purchase price of land. Said amount bearing legal interest after Aug. 13, 1905 till paid. And I waive all exemption laws as to the payment of this note. Given under my hand and seal this Aug. 13, 1904.

Attest. W.A.Owens.
P.C.Munsey.

his
Thomas X Mizer. (Seal).
mark

Your respondent alleges that each of the above mentioned notes are due and payable to your respondent according to their tenor and effect and your respondent joins with the said plaintiff in asking that the said tract of land be sold to pay the said plaintiff's claim as set out in his said bill and that enough thereof be sold to pay the said notes of your respondent. Your respondent alleges that the said tract of land is ample to pay the said note of said plaintiff and he believes will be sufficient to pay the notes of your said respondent.

Your respondent alleges that he gave to the said Mizer a title bond for said tract of land with an agreement containing therein to make to the said Thomas Mizer a deed therefor, when the said notes as aforesaid should have been fully paid and your respondent is advised that said purchase money is a lien upon said land and prays that the same shall be enforced against the same in this suit and if said land should be insufficient to pay the whole of said purchase money, that this answer be treated as a cross bill against the said Thomas Mizer and a personal judgment be rendered against said Mizer for such sum as the said land shall fail to pay.

Your respondent alleges that there are no other liens against said tract of land other than these mentioned in the said plaintiff's bill and this answer, and your respondent will ever pray &c.

Pennypacker Bros. Attys for
E. M. Osburn.

F. M. Osburn

Ads. $\frac{1}{2}$ Answer

H. H. Pridemore

Pennington Bros.
ATTORNEYS AT LAW,
JONESVILLE AND PENNINGTON GAP VA.

H. H. Pridemore.....Complainant.

Vs In Chancery.

Thomas Miser,.....,Defendant.

This cause came on this day to be heard upon the papers formerly read therein and the report of special commissioner R. L. Pennington filed herein on the 12th day of Feb. 1907 showing that J. H. Redmond has fully paid the purchase money due by him for the land purchased by him in this cause and showing further that said Redmond has sold said tract of land to Mary D. Green and requested that deed be made to her and showing further that the funds received by said commissioner has been fully disbursed and was argued by counsel.

On consideration of all which it is adjudged ordered and decreed that said report of said commissioner be and the same is hereby approved and confirmed, and it is further adjudged ordered and decreed that R. L. Pennington who is hereby appointed a special commissioner for the purpose will make execute and deliver to the said Mary D. Green a good and sufficient deed of conveyance, conveying said tract of land purchased by said J. H. Redmond in this cause and in making said deed, he will so prepare the said deed to the said J. H. Redmond and wife may join with said commissioner in making a deed to the said Mary D. Green and he will report his action to the Court at this term.

And it now appearing to the Court by report of R. L. Pennington special commissioner filed herein, that he has made, executed and acknowledged the deed of conveyance hereinbefore directed to be made by him and the said report and said deed be unaccepted to , the same is hereby approved and confirmed and the said J. H. Redmond will pay to the said R. L. Pennington the usual fee of \$5.00 for making said deed upon the payment of which the said Pennington will deliver to the said Redmond the said deed and there remaining nothing further to be done in this cause, the same is stricken from the docket.

H. H. Prudden

vs. $\frac{2}{3}$ Dromedary

Thos. Mizer & Co

Entered in C.O.P.
#8, page 248 &c

Entered this Filey
18, 1907

H. A. W. S. Lee

H. H. Pridemore

Complainant

vs

In Chancery

Thomas Miser et al.

Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of special commissioner Robert L. Pennington, filed therein on March, 26th, 1906, and was argued by counsel.

On consideration of all which, it is adjudged, ordered and decreed that said report be, and the same is hereby approved and confirmed, and the sale made there in of the tract of land to J. H. Redmon, is hereby approved and confirmed, and he will take and hold the property purchased by him as described in the bill, exhibits and answers filed in this cause; and a writ of possession is hereby awarded ~~said~~ Redmond for said tract of land ^{to be} issued by the clerk of this court upon demand of said Redmond, or his attorney. And this cause is continued.

H.H.Pridemore,

Complainant.

vs.

In Chancery.

Thomas Mizer, F.M.Osburn and J.E.Witt,

Defendants.

This cause came on this day to be heard upon the bill of the complainant and the answer of F.M.Osburn filed therein by leave of the court and was argued by counsel. And it appearing to the court that Thomas Mizer and J.E.Witt, having been duly summoned, and they each failing to appear, plead and answer, the said bill of the said complainant is taken for confessed. Upon consideration of all which it is adjudged, ordered and decreed that H.H.Pridemore recover of Thomas Mizer the sum of \$100.00, with interest thereon from the 13th day of August, 1904, till paid and \$1.50 costs on his judgment obtained before the justice of the peace and the costs of this suit. And it further appearing to the court from the bill of the said complainant and the answer of the said F.M.Osburn, that the said Thomas Mizer is indebted to the said plaintiff in the sum of \$100.00 and to the said F.M.Osburn, in the sum of \$200.00, with interest thereon from the 13th day of August, 1905, *on \$100.00 per the* *& interest on \$100.00 the Remainder from* \$100.00 of which became due and payable on the 13th day of August, 1904, and the remainder thereof will become due on the 13th day of August, 1906; which sums are due for the purchase price of a certain tract of land described in the said bill of the complainant and the answer of said Osburn, for which a title bond was given for *a deed* ~~the debt~~ to be made *to* the said Mizer when said sums of money should be paid. It is therefore adjudged, ordered and decreed further that the said plaintiff, as assignee is hereby declared the first lien upon the said tract of land sold by the said Osburn to said Mizer for said sum of \$100.00, with interest and cost thereon as aforesaid, and the cost of this suit. And that the said F.M.Osburn is adjudged a second lien upon said tract of land for the said sum of \$200.00 with interest thereon as aforesaid, due and payable as aforesaid.

Aug 13, 1904

It is further adjudged, ordered and decreed that unless said sums of money that are now due as aforesaid be paid within 30 days from the date of this decree, then R.L. Pennington, who is hereby appointed a special commissioner for the purpose, will proceed to make sale of said tract of land in the bill and proceedings mentioned at Public outcry to the highest bidder at the front door of the courthouse of Lee County, having first advertised the time, terms and place of sale for 30 days by written or printed notices posted at the front door of the courthouse of Lee County, and in the neighborhood of the said tract of land, and at such other places as he may deem expedient. But before executing this decree, said Pennington will execute bond before the clerk of this court in the penalty of \$600.0 conditioned as the law requires in such cases, and make report of his action hereunder, at the next term of this court, and this cause and continued.

1

H. H. Hudson Comp

or $\frac{1}{4}$ Secs for Sale

Thomas ~~Wingate~~
~~~~~

Entered in C.B.

No 8, Page 100 &c.

Enter this Dec

Dec 12, 1905

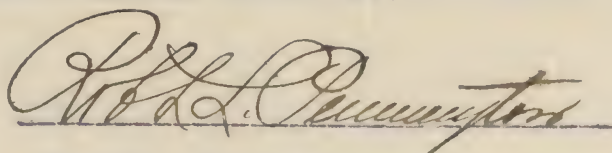
J. C. W. 5/10



To the Hon.H.A.W.Skeen,Judge of the Circuit Court for Lee County,Va.

Your undersigned Specail Commissioner in the Chancery cause of H.H.Pridemore, vs Thomas Mizer et al,appointed therein to make certai sales of real estate,begs leave to report that on the 19th day of Feb 1906,he sold the tract of land in the bill and proceedings mentioned ~~in~~ by public outcry to the highest bidder at the front door of the court house for Lee County, at which sale ~~xxxxxxx~~ J.H.Redman became the purchaser at the price of \$145.00,he being the highest and best bidder therefor. Mr.Redman paid your commissioner the costs of the suot and commissions of sale in hand,which amounted to the sum of \$36.00 and gave to your commissioner notes for the defered payments one for \$54.50 due in 12 months after date and the other for \$54.50 due in two years from the date of sale,~~xxxxx~~ with interest thereon from date of sale with F.M.Orsburn as surety thereon. Your commissoner regards the notes as good and solvent.

Respectfully submitted,this March 20,  
1906.



Specail Commissioner.

Costs, 27.12  
Coms. 8.88  
\$36.00



H.H. Prillmore.

v.  $\frac{1}{2}$  Report of  
Sale

Thomas Mizer

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Filed Mar. 26, 1906

S.H. Ewing,
Clerk.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioner in the chancery cause of H. H. Pridemore et al against Thomas Miser et al begs leave to report that J. H. Redmond the purchaser of the land in this cause has this day completed his purchase of said tract of land by payment in full of the purchase money which your commissioner has paid out to the parties entitled and taken their receipts therefor, all said money going to H. H. Pridemore in this cause. The said J. H. Redmond the purchaser of said tract of land has sold the same to Mary D. Green and had said deed executed to her and so provide the said conveyance that the said J. H. Redmond and wife may join in said deed of conveyance with your commissioner conveying the said land to the said Mary D. Green.

Respectfully submitted.

Robt L. Pridemore

H. H. Prudden
vs. $\frac{3}{4}$ Report.

Mrs. Mizer et al.

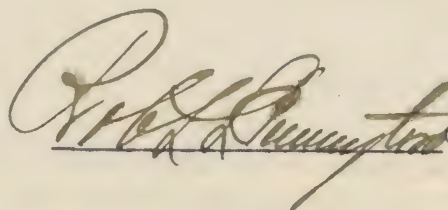
Filed Feb. 12, 1907.

H. C. T. Ewing,
Clerk.

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County:

Your undersigned special commissioner in the chancery cause of H. H. Pridemore against Thomas Miser et al begs leave to report that by a decree rendered in said cause at the Feb. term, 1907 he was appointed as special commissioner to execute and acknowledge a deed of conveyance to Mary D. Green for the tract of land purchased by J. H. Redmond in this cause and was directed so to prepare said deed that said J. H. Redmond and his wife might join therein. Your commissioner begs leave to report that he has executed the decree of the Court by preparing and executing said deed as directed and herewith files the same as part of this report and asks that he be allowed the usual fee for executing said deed.

Respectfully submitted.

 Commissioner.

H. H. Prudence

25. { Report
of
Deeds.

Thomas Mizer & Co

Filed Feb. 18, 1907.

H. P. Ewing,
Clerk.

Aug. 22nd
1905.

H.C.Joslyn
J.P.

Oct. 21,
1905.

H.H.Pridemore, Assignee
vs.
Thomas Mizer

Judgment that the
Plaintiff recover
of the Defendant
\$100.00, with in-
terest thereon
from the 13th
day of Aug. 1904,
till paid, and
\$1.00 for costs
+ Clerk 55¢

A Copy Teste: W. H. T. Curing Clerk.

Land Sale.

N. H. Pruden

Thomas Mizer et al

vs.

IN CHANCERY.

Pursuant to decree of the Circuit Court of Lee County, Virginia, at the *15th* term, 190*5*, in the above styled cause, the undersigned will, at public outcry, at the front door of the Courthouse of said county, on the first day of the *July* term, 190*6*, of the ~~County~~ *Circuit-* Court of said county, proceed to sell, to the highest and best bidder, on a credit of *1 1/2 years* time, except so much as may be necessary to pay the cost of suit and expense of sale [which are required to be paid in hand], the following described property: *a tract of land situated on Blochee's Ridge on the South Side of Neconora's Ridge having the same long that was sold by F. M. Oshorn to Thomas Mizer, being part of the Phillip Bodd long, containing 50 acres more or less.*

Onto

27.12

Bonds with good and approved personal security will be required of the purchaser for the deferred payments. This *14* day of *July*, 190*6*

Robert H. Munro, Commissioner.

The Bond required by Law has been given.

_____, Clerk.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*J. M. Orsburn and Thomas
Mizer & James E. Hitt*

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on
the *3rd* Monday in *November*, 190*5*, to answer a bill in chancery exhibited against *them*,
in our said Court, by H. H. Pridemore,
Assignee

And have then there this writ. Witness, H. C. T. EWING, Clerk of our said Court, at the court-house, the *15th*
day of *November*, 190*5*, and 1*30th* year of the Commonwealth.

A Copy, Teste:

H. C. T. Ewing, Clerk.

_____, Clerk.

K. H. Pridemore Assignee

VS

}

SUBPOENA
IN
CHANCERY.

*F. M. Osburn and Thos.
Mizer & Jas. E. Mitt*

Pen. Bros., p. q

To *2nd Hon.* Rules.

Luc. Circuit Court.
1903

Executed by delivering a copy
of the within notice to *Thos. Mizer*
and *F. M. Osburn*, Nov. 17th
1903. *W. D. Owens D.S.*
For *O. M. Ball D. L. C.*

H. H. Pridmore

v. ~~3~~ In Chancery

Thomas Mizer & Co

Presumptive Dns to 9

1905 2nd Nov. Rules

Bill filed. Sp. ex-
ecuted as to F. M. Os-
burne & Thomas Mizer
& D. N. as to them.

1st Dec. Rules

D. N. confirmed as
to F. M. Osburne & Thom-
as Mizer & Cause set
for hearing as to
them.

109.00
27.12

136.12
888

145.00
109.00

36.00